

Remarks

In this response, claims 1-9, 11-15, and 17-20 are presented for examination.

I. Claim Rejections: 35 USC § 103(a)

Claims 1-4, 6-9, and 11-13 are rejected under 35 USC § 103(a) as being unpatentable over ADEPT (references A, B, D, E) in view of “Architecting Cross-Organizational B2B Integration” (Schulz) and “Enforcing Mandatory and Discretionary Security in Workflow Management Systems” (Alturi). For at least the following reasons, Applicants respectfully traverse.

Claim 1 recites a business process that includes templates. The templates have a sharing scope that “**specifies rules for sharing data between the first and second collaborative process managers**” (emphasis added). Claim 1 further recites recitations regarding these templates and sharing scope: “specifying the sharing scope of at least one template to keep data private between the first and second collaborative process managers.” In other words, the claim recites a specific method that uses templates that specify rules for sharing data. The rules enable two collaborative process managers to keep data private.

Applicants respectfully argue that the art of record does not teach or even suggest using templates to specify rules for sharing data as claimed. The Office Action cites SLA templates on page 156 of Reference E and then cites page 168, bullets 3-6. These sections of Reference E are not combinable as argued in the Office Action. Page 156 discusses templates used for Service Level Agreements (SLA). Templates for SLAs specify “names of the client and server, the name of the service, the price of the service, and the time at which the service is to be provided” (see p. 155). These templates also specify “service quality and volume” (see p. 155). Nowhere does Reference E teach or even suggest that SLA templates having a sharing scope that “specifies rules for sharing data” between two parties. In other words, claim 1 recites a specific method that uses templates for keeping data private between two collaborative process managers. By contrast, Reference E teaches using templates for certain terms (name of parties, price, time) in service level agreements, but not for specifying rules for sharing data.

Page 168 of Reference E teaches that a communication channel between two agents is private when the two agents are negotiating. In other words, if agent A is negotiating with agent B, the communication channel between agents A and B is private. This section of Reference E has nothing to do whatsoever with the SLA templates previously discussed in Reference E. This section of Reference E also has nothing to do whatsoever with the recitations of claim 1 (namely, templates having a sharing scope that specifies rules for sharing data).

Applicants further respectfully argue that the Office Action is combining two disparate sections of Reference E and no motivation or suggestion exists for such a combination and/or modification.

Schulz and Alturi also do not teach or suggest templates having a sharing scope that specifies rules for sharing data. If the Examiner maintains this rejection, Applicants respectfully ask for citations to specific locations in the art that teaches using templates for specifying rules for sharing data.

For at least these reasons, claim 1 and its dependent claims are allowable over the art of record.

II. Claim Rejections: 35 USC § 103(a)

Claim 5 is rejected under 35 USC § 103(a) as being unpatentable over ADEPT (references A, B, D, E) in view of Schulz and Alturi. For at least the reasons given in connection with independent claim 1, dependent claim 5 is allowable.

III. Claim Rejections: 35 USC § 103(a)

Claims 14-15 and 17-20 are rejected under 35 USC § 103(a) as being unpatentable over ADEPT (references A, B, D, E) in view of WPMC. For at least the following reasons, Applicants respectfully traverse.

The Office Action makes the following admission:

ADEPT does not expressly teach that the system comprises an out-of-order handler mechanism for receiving messages from other collaborative process managers, determining whether messages are

received out of order and when messages are not out of order continuing the execution as claimed. (See OA mailed 9/12/2006 at p. 32).

Applicants **agree** with this admission. The Office Action attempts to cure these deficiencies with WFCM. Applicants respectfully disagree.

The WFCM is directed to internet messaging. More specifically, the WFCM is directed to a very special type of email messaging called Multipurpose Internet Mail Extension (MIME). By complete contrast, ADEPT never discusses or even suggests using email messaging of MIME between “two collaborative process managers.”

The Examiner argues that WFCM is directed to workflow management and “provides an abstract specification that define the functionality necessary to achieve a defined level of interoperability between two or more workflow engines” (see OA at p. 3). Applicants respectfully argue that under section 103, there must be a suggestion or motivation to combine the noted teachings in WFCM into ADEPT to arrive at the claim elements. Although WFCM does teach email message, WFCM never suggests that its email messaging can be used in an inter-enterprise business collaboration protocol as an out-of-order handler mechanism. One cannot pick and choose unrelated teachings in two different references and combine the teachings to arrive at the claim elements: a suggestion for such a combination must exist. If the Examiner maintains this rejection, Applicants respectfully ask the Examiner to provide the requisite suggestion to combine the email messaging of WFCM into an inter-enterprise business collaboration protocol as an out-of-order handler mechanism.

If this application proceeds to appeal, the Examiner will have to show suggestion and motivation for combining at least **five different references** to allegedly obviate the claims.

Finally, Applicants acknowledge that the Examiner makes the following comments:

In response to applicant’s argument that the references fail to show certain features of applicant’s invention, it is noted that the

features upon which applicant relies (i.e., that the inter-process communications mechanism exclude the use of the MIME protocol) are not recited in the rejected claim(s). (See OA at p. 4).

Applicants are not certain if the Examiner is suggesting claim amendments to circumvent the art. Applicants' attorney (Philip Lyren) kindly requests a telephone call to discuss this matter if the Examiner believes such discussion will lead to allowable subject matter.

CONCLUSION

In view of the above, Applicants believe all pending claims are in condition for allowance. Allowance of these claims is respectfully requested.

Any inquiry regarding this Amendment and Response should be directed to Philip S. Lyren at Telephone No. 832-236-5529. In addition, all correspondence should continue to be directed to the following address:

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Respectfully submitted,

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